

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

William F., a minor, by and	:	CIVIL ACTION NO. 09-CV-14
through his parents William F. and	:	
Yolanda W.,	:	
	:	
and	:	
	:	
William F. and Yolanda W., adults	:	
Individually & on their own behalf,	:	
Plaintiffs	:	JURY TRIAL DEMANDED
	:	
vs.	:	
	:	
Reading School District	:	
	:	
and	:	
Kidspeace, Inc.,	:	
Defendants	:	

ANSWER OF DEFENDANT, KIDSPEACE, INC. TO PLAINTIFFS' COMPLAINT

I. Preliminary Statement

1. After a reasonable investigation, answering defendant is without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations contained in this paragraph. Proof of same is hereby demanded at the time of trial.

2. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

3. Denied. After a reasonable investigation, answering defendant is without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations contained in this paragraph. Proof of same is hereby demanded at the time of trial.

4. Admitted in part, denied in part. It is admitted that answering defendant, provides services to address the behavioral and mental health needs of children, preadolescents, and teens. It is denied that the District contracted with answering defendant. The remaining allegations of this paragraph are denied due to the fact that after a reasonable investigation, answering defendant is without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations contained in this paragraph. Proof of same is hereby demanded at time of trial.

5. Denied. The allegations of this paragraph are specifically denied by answering defendant. By way of further answer, the allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

6. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

## II. Jurisdiction and Venue

7. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

8. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

## III. Parties

9. Denied. After a reasonable investigation, answering defendant is without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations contained in this paragraph. Proof of same is hereby demanded at the time of trial.

10. Denied. To the extent the allegations of this paragraph constitute legal conclusions, they are deemed to be denied without further response pursuant. To the extent the allegations of this paragraph constitute factual averments, they are deemed to be denied due to the fact that after reasonable investigation, answering defendant is without sufficient information or knowledge to form a belief as to the truth or falsity of those allegations. Proof of same is hereby demanded at the time of trial.

11. Admitted in part, denied in part. It is denied that the District contracted with answering defendant. It is denied that answering defendant is a recipient of federal funds. It is denied that the corporate headquarters of answering defendant is located at 5300 KidsPeace Drive, Orefield, PA 18069-9101. The remaining allegations of this paragraph are admitted.

### **III. Additional Facts Leading to Liability**

12. Denied. After a reasonable investigation, answering defendant is without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations contained in this paragraph. Proof of same is hereby demanded at the time of trial.

13. Admitted.

14. Denied. After a reasonable investigation, answering defendant is without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations contained in this paragraph. Proof of same is hereby demanded at the time of trial.

15. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

16. Admitted in part, denied in part. It is admitted that in October of 2006, William was placed in a therapeutic residential program run by answering defendant. The remaining

allegations of this paragraph are denied due to the fact that after a reasonable investigation, answering defendant is without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations contained in this paragraph. Proof of same is hereby demanded at the time of trial.

17. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

18. Denied. The allegations of this paragraph are specifically denied.

19. Denied. After a reasonable investigation, answering defendant is without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations contained in this paragraph. Proof of same is hereby demanded at the time of trial.

20. Denied. After a reasonable investigation, answering defendant is without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations contained in this paragraph. Proof of same is hereby demanded at the time of trial.

21. Denied. After a reasonable investigation, answering defendant is without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations contained in this paragraph. Proof of same is hereby demanded at the time of trial.

#### IV. Statutory and Regulatory Background

22. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

23. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

24. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

25. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

26. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

27. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

28. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

29. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

30. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

31. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

32. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

33. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

34. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

**COUNT I – CLAIMS BASED UPON IDEA**

**Plaintiffs against all Defendants**

35. Answering defendants incorporate their Answers to paragraphs 1 through 34 of Plaintiffs' Complaint above as though they were fully set forth herein at length.

36. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

37. Denied. After a reasonable investigation, answering defendant is without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations contained in this paragraph. Proof of same is hereby demanded at the time of trial.

**COUNT II – CLAIMS BASED UPON SECTION 504 AND THE ADA**

**Plaintiffs against all Defendants**

38. Answering defendants incorporate their Answers to paragraphs 1 through 37 of Plaintiffs' Complaint above as though they were fully set forth herein at length.

39. Denied. After a reasonable investigation, answering defendant is without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations contained in this paragraph. Proof of same is hereby demanded at the time of trial.

40. Denied. The allegations of this paragraph are specifically denied by answering defendant. By way of further answer, the allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

41. Denied. After a reasonable investigation, answering defendant is without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations contained in this paragraph. Proof of same is hereby demanded at the time of trial.

42. Denied. It is specifically denied that at any time relevant hereto, answering defendants excluded William from participation in, denied him the benefits of, or subjected him to discrimination at his educational program.

43. Denied. It is denied that answering defendant is the recipient of federal financial assistance.

44. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

45. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

46. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

47. Denied. After a reasonable investigation, answering defendant is without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations contained in this paragraph. Proof of same is hereby demanded at the time of trial.

### **COUNT III – NEGLIGENCE**

#### **Plaintiffs against Defendant Kidspeace**

48. Answering defendants incorporate their Answers to paragraphs 1 through 47 of Plaintiffs' Complaint above as though they were fully set forth herein at length.

49. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

50. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

51. After a reasonable investigation, answering defendant is without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations contained in this paragraph. Proof of same is hereby demanded at the time of trial.

**COUNT IV – BREACH OF CONTRACT**

**Plaintiffs Against All Defendants**

52. Answering defendants incorporate their Answers to paragraphs 1 through 51 of Plaintiffs' Complaint above as though they were fully set forth herein at length.

53. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

54. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

55. Denied. The allegations of this paragraph constitute legal conclusions which will be deemed to be denied without further response.

56. Denied. After a reasonable investigation, answering defendant is without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations contained in this paragraph. Proof of same is hereby demanded at the time of trial.

**COUNT V – LOSS OF CONSORTIUM**

**Plaintiffs William F. (Parent) and Yolanda W. against all Defendants**

57. Answering defendants incorporate their Answers to paragraphs 1 through 56 of Plaintiffs' Complaint above as though they were fully set forth herein at length.

58. Denied. After a reasonable investigation, answering defendant is without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations contained in this paragraph. Proof of same is hereby demanded at the time of trial.

59. Denied. To the extent the allegations of this paragraph constitute legal conclusions, they are deemed to be denied without further response pursuant. To the extent the allegations of this paragraph constitute factual averments, they are deemed to be denied due to the fact that after reasonable investigation, answering defendant is without sufficient information or knowledge to form a belief as to the truth or falsity of those allegations. Proof of same is hereby demanded at the time of trial.

**VI. RELIEF REQUESTED**

60. Denied. To the extent the allegations of this paragraph constitute legal conclusions, they are deemed to be denied without further response pursuant. To the extent the allegations of this paragraph constitute factual averments, they are deemed to be denied due to the fact that after reasonable investigation, answering defendant is without sufficient information or knowledge to form a belief as to the truth or falsity of those allegations. Proof of same is hereby demanded at the time of trial.

WHEREFORE, defendant, Kidspeace, Inc., denies that it is liable to plaintiffs in any sum of money and demands judgment in its favor.

**FIRST AFFIRMATIVE DEFENSE**

Plaintiffs' Complaint fails to state any claims upon which relief may be granted against answering defendant.

**SECOND AFFIRMATIVE DEFENSE**

Plaintiffs lack standing to bring some, if not all, of their alleged claims.

**THIRD AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred by the applicable statute of limitations.

**FOURTH AFFIRMATIVE DEFENSE**

Any injuries and/or damages claimed to have been suffered by the plaintiffs were not caused by any action and/or inaction on the part of answering defendant.

**FIFTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are or may be barred by the defense of consent.

**SIXTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are or may be barred by the defense of justification.

**SEVENTH AFFIRMATIVE DEFENSE**

It is averred that any injuries and/or damages suffered by the plaintiffs were caused and/or contributed to by forces not under the control of answering defendant.

**EIGHT AFFIRMATIVE DEFENSE**

Defendant, Kidspeace, Inc., is entitled to all defenses available under IDEA, Section 504, the ADA, and Pennsylvania statutory law.

**NINTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred and/or limited by the terms and provisions of the Pennsylvania Mental Health Procedures Act, 50 P.S. §7101 *et. seq.*, and the decisions of the Courts of the Commonwealth of Pennsylvania pertaining thereto..

**NINTH AFFIRMATIVE DEFENSE**

Answering Defendant was not negligent with respect to Plaintiff in any manner.

**TENTH AFFIRMATIVE DEFENSE**

Answering defendants are entitled to absolute and/or qualified immunity from suit from the claims of the plaintiff.

**ELEVENTH AFFIRMATIVE DEFENSE**

Plaintiffs have failed to exhaust their administrative remedies.

**TWELFTH AFFIRMATIVE DEFENSE**

Plaintiffs are not entitled to attorneys fees, costs, and/or any other relief requested in their Complaint.

**THIRTEENTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred by the defense of privilege.

**FOURTEENTH AFFIRMATIVE DEFENSE**

Plaintiffs have not suffered any compensable damages.

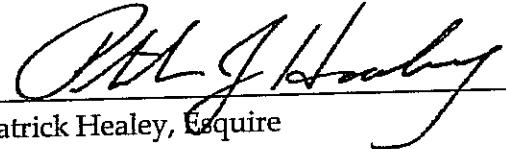
**FIFTEENTH AFFIRMATIVE DEFENSE**

No contracted existed between answering defendant and defendant, Reading School District.

WHEREFORE, defendant, Kidspeace, Inc., denies that it is liable to plaintiffs in any sum of money and demands judgment in its favor.

MCCUMBER, DANIELS, BUNTZ, HARTIG  
AND PUIG, P.A.

BY:

  
Patrick Healey, Esquire

Attorney ID# 63155

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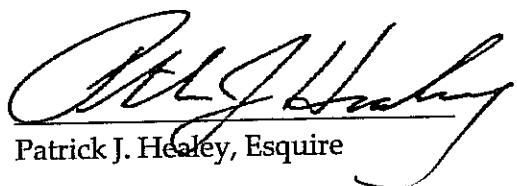
CERTIFICATE OF SERVICE

Patrick J. Healey, Esquire, hereby states that a true and correct copy of the within Answer to Plaintiffs' Complaint was sent to counsel listed below by United States Mail, Postage Pre-Paid and via e-mail through the Court's ECF filing system:

Dennis McAndrews, Esquire  
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Berwyn, PA 19312

Peggy M. Morcom, Esquire  
**REILLY, WOLFSON, SHEFFY, SCHRUM  
AND LUNDENBERG, LLP**  
1601 Cornwall Road  
Lebanon, PA 17042

DATE: April 7, 2009



Patrick J. Healey, Esquire